

CITY OF EMPORIA, LYON COUNTY, KANSAS
RENTAL HOUSING LICENSING &
CORRECTION ENFORCEMENT STANDARDS
(RECOMMENDED REPLACEMENT FOR RENTAL HOUSING ORDINANCE 02-04)

RENTAL LICENSE REGISTRATION & IDENTIFICATION

Initial Licensing Process

Using the Lyon County's tax-parcel data base for real estate, the City will mail a notice and license application to all listed owners of properties that are residential or commercial with residential-housing capability. **ALL ENTITIES RECEIVING THE MAILING MUST RESPOND.** The Lyon County Appraiser has stated there were 7,326 separate tax parcels in the City of Emporia. The expense for the initial mailing is estimated to be approximately \$3,500.

If the property is being used only as an owner-occupied unit or commercial business, the owner will complete and return a form stating such use. If any part of the property is being used as a rental residence, the owner is required to complete and return a license application along with the required licensing fee. A certificate of occupancy issued within the last 12 months from the City Code Services Office will be accepted as inspection certification for new units.

Upon initial adoption of this ordinance, owners will have a six-month grace period to renovate rental properties in order to meet minimum standards established by the ordinance.

Proposed initial licensing fee:

Estimated Tax Parcels	License Fee	Property Type	Estimated Receipts
2300	\$25	Single House	\$57,500
266	\$30	Duplex	\$7,980
10	\$30	Rooming House with no separate kitchen/bath	\$300
210	\$50	3-6 Multi Unit	\$10,500
45	\$110	7-12 Multi Unit	\$5,060
33	\$180	13-24 Multi Unit	\$5,940
20	\$340	25-50 Multi Unit	\$6,800
16	\$550	Over 50 Multi Unit	\$8,800
2901		TOTAL	\$102,880

Proposed annual license-renewal fee:

Estimated Tax Parcels	License Fee	Property Type	Estimated Receipts
2300	\$15	Single House	\$34,500
266	\$20	Duplex	\$5,320
10	\$20	Rooming House no separate kitchen/bath	\$200
210	\$40	3-6 Multi Unit	\$8,400
45	\$90	7-12 Multi Unit	\$4,140
33	\$160	13-24 Multi Unit	\$5,280
20	\$320	25-60 Multi Unit	\$6,400
16	\$500	Over 50 Multi Unit	\$8,000
2901		TOTAL	\$72,240

The number of units is determined based on the number of adjoining or adjacent units at one location listed under one owner or company for property tax purposes.

All properties will have a 30-calendar-day grace period following initial notification, ownership transfer, or sale of the property to obtain a license. Failure to license or certify within 60 calendar days of initial notification, ownership transfer, or sale of the property will result in a fine of \$100 for a single-family residence and a fine up to \$500 for a multifamily residence. Falsification of a license, application, or certificate of inspection will result in a fine of up to \$500. Rental property must be licensed, and the license must be renewed annually regardless of whether the property is occupied or vacant.

Notification of Ordinance

Following initial notifications, additional mailings might be needed. Public announcements regarding this ordinance will be made by way of radio and newspapers. Notification posters will be posted in public venues. Some coordination with the Lyon County Register of Deeds Office will be necessary.

Rental-licensing-requirement posters will be sent to real estate, mortgage, and abstract offices located in the City of Emporia and be available for posting throughout the community.

License Application and Renewal Forms

License application and renewal forms will be available in the City Clerk's Office, City Code

Enforcement Office, Emporia Human Relations Commission Office, and the City Housing Office.

Exemption from Licensing

Owner-occupied single-family homes, buyer-occupied homes being purchased through a real estate contract, owner-occupied mobile homes, and commercial property without residential units will not be licensed. Housing owned by established non-profit 501(c)3 agencies will be exempt. Sororities, fraternities, and group homes will be exempt from licensing. Dwellings that offer a boarding room without a separate kitchen and bath facility are not exempt.

Alternate Inspection Certification

Owners of rental properties that are subject to an annual HUD inspection may submit an inspection report completed by a HUD-certified inspector within the last twelve months as proof of habitability for the purpose of rental licensing.

Use of Licensing Fees

It is the intent of this program to be self-funded and to make a substantial difference in the quality of housing stock by the repair or elimination of housing that currently does not meet minimum housing standards. It is estimated that there are approximately 2,900 rental tax parcels within the city. Licensing needs to raise approximately \$100,000 to fund the program's initial implementation and operation. These funds are to be used to pay for one full-time clerical position, one full-time inspector, software, initial mailing expenses, printing expenses, and office establishment. If it is determined that many properties are not in compliance, a second inspector may be needed. Expenses for the second inspector will be covered by fines and penalties.

As part of this ordinance, it is desired that a public-inspection request format be utilized, whereby any concerned citizen and/or agency is encouraged to bring attention to probable non-compliant properties. Individuals contacting the Housing Office regarding non-compliant properties may do so anonymously. Upon request, investigation will be done; and, if a violation is found, an investigation fee will be charged. If an inspection is necessary and a violation is found, an inspection fee will be charged. A City inspector will be responsible for any necessary investigatory and follow-up inspections.

Once licensed, a property will not need reinspection until 4 years have expired, unless an inspection request is filed or ownership is transferred. This provision avoids the costly and time consuming process of repeated mandatory inspections and relieves the burden of regulatory control from well-operated rental properties.

Priority of Inspections

Inspections will be prioritized with a "Worst Comes First" scenario for compliance. The inspector(s) will give top priority to inspections triggered by request and by the need for

reinspection of units that have failed prior inspections. The next priority will be completing inspections necessary for new licensing triggered by transfer or sale of the property. The inspector(s) will then perform routine inspections.

Routine inspections will be scheduled according to neighborhood grouping based on the average age of the units in the neighborhood. Routine inspections will be performed in the oldest neighborhood first and will progress according to average age of the units in neighborhoods throughout the City. The inspections will progress from oldest to newest neighborhoods. Average age of the neighborhood units will be determined based on information provided by the county appraiser's office.

It will take approximately 2 years for one inspector to complete routine inspections on all rental properties. With the time required for requested inspections, for violation follow-up inspections, and for inspections necessitated by ownership change, the establishment and completion of a four -year cycle of inspections should be possible.

Expenses related to maintaining the program after the first year will be approximately \$80,000. The expenses will be covered by license-renewal fees and fines and penalties assessed and collected on non-compliant properties.

Fees and Penalties

The initial licensing and annual-renewal fee will be payable via check, cash, or credit card. If fees and fines are not paid, all levied penalties will be assessed for collection with tax payments similar to mowing orders and sidewalk improvements that go unpaid. This procedure eases the burden of collection on the city and either guarantees the payment of fines or the closing of the properties. Non-compliance fees and penalties are substantial and swiftly enforced.

Proof of Licensing

A copy of the rental license must be presented to the tenant at the time a rental contract is signed. The landlord or agent of the landlord will maintain the license so that he or she can prove the unit has been licensed. That proof must be provided within 24 hours upon request by the tenant or complaining individual.

RENTAL LICENSING STANDARDS

Roof and Exterior Walls

Roofs must have an acceptable overlay veneer and prevent leakage into the living unit or other attached structures. Acceptable conditions include asphalt shingles or roll roofing, wood shingles, uniform metal roofing, composite roofing, built-up tar and gravel, and rubber membranes. Unacceptable conditions include visible felt paper, applied plastic patches, applied metal patches (conditional), applied tarps, exposed wood underlayments, and unprotected openings. Conditional patches may be used if they are in compliance with recommended

manufacturer's installation policies. Exterior wall, fascia, soffit boards, and veneers are to be securely attached. All exterior surfaces that are comprised of materials that are not naturally resistant to decay must be coated by paint, stain, or other form of sealant to prevent deterioration.

Insulation

Accessible attic areas must have a minimum of R-13 insulation.

Ventilation

All powered ventilators must terminate at the building's exterior, or terminate close to a natural vent opening in an attic or crawl space. Clothes-dryer vents must terminate at the building's exterior.

Mold and Moisture

Attics, basements, and crawl spaces are expected to be reasonably free from mold and moisture. Crawlspaces need natural ventilation and are not to have standing water on the ground or floor. Dampness in the ground is acceptable provided it is not a source of excessive mold within the crawlspace. The acceptability level of a dampness in a basement is conditional on allowable use of basement areas as per lease agreement. Evidence of unattended standing water in basements is an unacceptable condition. Inspectors will attempt to verify tenant/landlord responsibility for mold and moisture issues.

Ceilings and Floors

Ceilings are to show no visible danger of potential collapse or evidence of continuous loss of surface veneer, such as falling plaster, wet or failing sheetrock, excessive loose paint, etc. Floors are to have secure floorboards or veneers, with no visible evidence of potential collapse or excessive rot. Areas in proximity to kitchen and bath fixtures are deemed most critical in regards to security and deterioration.

Stairways

Stairways are to have secure treads without excessive wear to the nosings. A loss of 1" in tread depth may be considered excessive. Rise and run of steps need not conform to present standards but must be consistent with the original construction of the home, or reasonable past renovations of it. All stairways must have lighting and, where possible, handrails. Stairways that serve as the only possible exit from habitable rooms must comply with present egress regulations. Reasonable exceptions may be considered.

Exits and Egress

All dwelling units must be served by a minimum of one 32-inch exterior door. Exit doors and associated exterior porch and/or stairs must be lighted and have secure floorboards and steps with no visible evidence of potential collapse or excessive rot. Exterior stairs must have a

secure handrail if there are 3 or more steps. Porches, decks, and balconies over 30 inches above the ground level must have a railing.

Smoke Detectors

Sleeping rooms and hallways leading to sleeping rooms are to be provided with a smoke detector. Evidence of smoke detectors should be noted on the lease agreement. The landlord may choose to mandate tenant responsibility for observing proper battery life and noting damage to or loss of smoke detectors.

Security and Glazing

All exterior doors must be equipped with a keyed locking mechanism in sound working order. The strike plate zone of the door jamb is to be securely fastened and intact. First-story windows are to have a working locking mechanism or have an operational locking storm window installed. Windows and doors are to be reasonably sealed against air, moisture, insect, and rodent infiltration. Broken or missing glass panes are unacceptable. Screens must be present on operable windows

Conditions of Grounds

The property grounds are to be free from hazardous materials and unsafe conditions. This specification includes, but is not limited to, the following: sidewalk repair and maintenance, hazardous abandoned property of previous tenants, hazardous property owned by the landlord, existence of water wells or other open pits, hazardous trees or branches of trees, excessive uncontrolled trash accumulation, uncontrolled accumulation of vehicles and vehicle parts. Building and landscape accessories such as guttering and down spouts, awnings, windmills, railings, fences, etc. are to be secured against potential danger as wind blown objects or as impediments to walkways (both private and public). Tenants are to have reasonable secure access to trash disposal facilities.

Accessory Buildings

Accessory buildings are to have secure latches on doors and to be equipped with locking devices if not intended for use by tenants. Tenants may choose to install locking devices on any accessory building available for their use, providing a duplicate key is given to the landlord.

Plumbing Conditions (including gas)

All plumbing is to be in proper working order. Leakage of water and/or drain pipes is unacceptable. Every dwelling unit must have access to a minimum of one bathroom equipped with a bathing device (shower or tub), a hand sink and a toilet. A separate sink must be available for the purpose of food preparation. All waste and drain vent pipes must exit the dwelling for reasonable dismissal of vent odors. No water-use apparatus or appliances may discharge or drain into sump pits, storm sewers, or the open grounds, with the exception of properly installed sump pumps and typical watering hydrants used for exterior cleaning, recreation, or landscape needs. All gas pipes and connections must be of approved type and have secure installation. All gas

appliances provided for tenants use must be securely installed and maintained. A well-maintained, vented, and directly connected water heater capable of heating water to 110 degrees Fahrenheit must serve all dwelling units.

Wiring Conditions

Electrical-service entrance wiring is to be properly secured and of reasonable height clearance to represent no obvious risk to tenants or the public. Electrical outlets in bathrooms, above kitchen counter tops, within 36" of sinks or located outside of the building are to be ground fault protected devices. No unsheathed electrical wiring is to be open to view. No extension cords are to be used to serve permanent fixtures or outlets. All electrical boxes are to have appropriate cover plates. No light fixtures are to be hanging by or supported by electrical supply wiring. Fuse and/or circuit panels are to be reasonably and safely located on the premises and readily accessible to the tenant and maintenance personnel. All electrical appliances, outlets, and switches provided for use by tenants must be safely and securely installed and maintained. No outlets or switches shall be located within a bathing enclosure. Excessive load placed on circuits or excessive tripping of circuit breakers or fuses in the course of routine operation and use is unacceptable.

HVAC Equipment Conditions

All dwelling units must be equipped with a heating source capable of maintaining a temperature of 60 degrees within the dwelling. Non-habitable accessory spaces and interior porches are exempt from this heating requirement. All HVAC equipment must be properly installed with secure and non-hazardous wiring and gas connections. Pilot lights and/or other means of apparatus start-up and operation must be accessible and maintained in reasonable working order.

Lease Regulations

All landlords and/or property managers must have a written lease with required attachments signed by the tenant(s). All leases must include a signed attachment indicating that all tenants are aware that their dwelling falls under the jurisdiction of the minimum rental-housing licensing provisions of the City of Emporia. A 12-month grace period for this clause will be in effect from the date of initial mailing sent out after the adoption of this ordinance

General Time Frame for Compliance with Minimum Standards (without a complaint filed)

If non-life-threatening corrections are needed following a routine licensing inspection, the rental license application may be submitted with an itemized list of needed improvements and a form requesting that the owner be granted a 6-month grace period to make the necessary itemized repairs to bring the property into compliance. An additional grace period of 6 months may be granted if reasonable cause is shown for the need of such an extension and the extension is filed for within the original 6-month grace period.

INSPECTION REPORT FILING PROCESS

Qualifications for Requesting an Inspection

Anyone may file an inspection-request form. Inspection-request forms may be submitted anonymously. However, it is preferable that the requesting party's relationship to the property be stated. Inspection-request forms are expected to contain specific details that describe potential conditions that do not comply with the rental-property requirements. Public employees and service personnel are encouraged to report suspected violations.

Inspection Forms

Inspection-request forms may be accessed on the City of Emporia web site. Inspection request forms are available in the City Clerk's Office, City Code Enforcement Office, Emporia Human Relations Commission Office, and the City Housing Office. The forms will be mailed upon request by one's calling the City Housing Office.

Emergency Response

If it is deemed that there is a potential life-threatening condition present in or around a dwelling unit, an emergency response request may be placed with the Emporia Fire Department. If it is necessary, appropriate measures will be made to secure the property for safety. If the condition is cause for interruption of gas, electrical, water, or sewer services and repair cannot be made within 24 hours, the landlord will be responsible for providing alternate housing for the tenants until such time as repairs are made. Evidence of tampering or vandalism may mitigate the landlord's responsibility for emergency relocation. The landlord will be required to complete within 30 days repairs affecting the tenant's or neighbor's health and safety. The time limit for repairs may be extended by the City Manager following a written explanation of the reason for the request.

Preliminary inspection

When an Inspection-Request form is filed, it will be forwarded to the appropriate department for investigation and determination as to whether a full inspection is necessary. This may be determined by a preliminary visual or verbal investigation of the property by appropriate City staff. If a violation is found, the owner will be charged an investigation fee. If a full or further inspection of the property is deemed necessary, an inspection will be scheduled within 48 hours, at which time the rental-housing inspector will be dispatched to inspect the property. If an interior inspection is required, arrangements will be made with the owner or tenant to gain entrance to the dwelling unit. After the completion of the inspection, a report will be filed listing all known violations of the Rental Licensing Code. If violations have been found, the owner will be charged an inspection fee.

Investigation Inspection & Appeal Fees:

Property Type	Investigation Fee	1st Inspection Fee with Reinspection	Non-compliance Reinspection Fee
Single House	\$50	\$75	\$100
Duplex	\$50	\$75	\$100
Rooming House	\$50	\$75	\$100
3-6 Multi Units	\$100	\$100	\$150
7-12 Multi Units	\$100	\$100	\$150
13-24 Multi Units	\$100	\$150	\$200
25-50 Multi Units	\$100	\$200	\$250
Over 50 Multi Units	\$100	\$250	\$300
Appeal Fee \$50			

First Notice

Within 2 working days after an inspection report is completed following an inspection request, the owner/agent and any current tenant(s) will be sent a notification listing all known violations of the rental-licensing code. The owner/manager will be informed of his or her time frame to repair such violations, and the tenant(s) will be advised of their rights under the code. Unless otherwise stated, a three-month time frame will be allowed for non-life-threatening repairs or evidence of a signed contract for non-life-threatening repairs to be made. All needed repairs must be completed within the existing guidelines and codes of the City of Emporia. During this time granted for repairs, the tenant has the right to continue or to terminate his or her present lease with a 14/30-day notice as stated in section 58-2559 of the Kansas Landlord Tenant Act. Should the tenant or tenants continue the tenancy, the tenant or tenants are required to continue paying rent and all parties will continue to comply with the lease agreement. Repairs to the dwelling may not impose an unreasonable hardship on the tenant or tenants, nor may the tenant or tenants impose an unreasonable hardship to prevent or delay the completion of such needed repairs.

Inspection of Compliance

It is the responsibility of the owner or property manager to notify the Housing Office when all ordered repairs have been completed. Failure to notify the Housing Office within the established time frame will result in a penalty of \$100. Upon notification that the required repairs have been completed, the rental-housing inspector will inspect the property for

compliance within 2 working days. If the property is found to be in compliance, a report will be issued and no further action will be taken.

Failure of Inspection

If the property fails an inspection requested of the City and completed by the City Rental Housing Inspector, the property owner will be assessed an inspection fee and the property may be immediately placed into a penalty phase, accruing a penalty of \$10.00 per day for any continuing non-compliance, or the property owner may be granted a grace period based on the degree of the non-compliant conditions. In either case, a re-inspection fee will be assessed on the property in addition to any accruing daily non-compliance penalties. A maximum penalty of 100% of the county- appraised value of the property may be assessed.

Disregard for Regulations

If a property owner or assigned manager ignores requests for and/or fails to comply with required improvements, a certificate of closure will be posted on any doors and street frontages of the property. A property placed in closure is not legally habitable by any tenant. Any evidence of habitation may result in civil charges and or penalties against both the tenant and landlord. A property placed in closure may be denied city utility services. A list of all closures will be made available through the Housing and Human Relations Offices of the City of Emporia. Any property the ownership of which is transferred while it is still in a state of closure remains in a state of closure until repaired. A determination must be made by the city as to an owner's right to re-establish the property as a homestead.

Appeal Process

The owner of a property which is not in compliance and has been assessed fines or placed in closure has the right to file an appeal through the Human Relations Commission of the City of Emporia. The fee for this appeal process will be \$50. The application for such an appeal will be available at the City Housing Office. Notification of the appeal will be sent to the property owner, property agent, and tenant. A notice of the appeal will also be sent to the original filer of the request for inspection, if possible. A formal hearing will then be set to be heard by two Investigating Commissioners of the Human Relations Commission. If an appeal is granted, the property owner will be refunded the appeal fee. The appealing party will be mandated to comply strictly with the conditions set forth by the Emporia Human Relations Commission and may be charged for an additional reinspection if additional repairs are ordered. If the appeal is denied, the appeal fee will be sacrificed and the property will remain in closure and continue to be susceptible to penalties and legal actions as outlined through the provisions of this code revision.

If the owner wants to appeal the decision of the Emporia Human Relations Commission, the owner may contest the decision through the Lyon County District Court.

Disposal of properties placed in closure

A property placed in closure may be considered a hazardous property and as such, be considered for condemnation by the City of Emporia.

LEGAL CONDITIONS

Legal rights and requirements

As in the case of any enforcement action, there are certain legal rights and conditions that must be met and exercised. Proper implementation of this code revision is based on the clarification and implementation of all legal rights and conditions that surround the condemnation and sale or disposal of property. In addition, clarification must be made as to the status and purchase-redemption rights of any existing lien holders to the property.

Fines and penalties

A list of all potential non-compliant property charges is as follows:

Failure to register	\$100.00 to \$500
Failure to renew license	\$100.00 to \$500
Falsification of license	\$100.00 to \$500
Falsification of Inspection Certification Form	\$100.00 to \$500
Failure to disclose acknowledgment with lease	\$200.00
Investigation Fee	\$50 to \$100 + preliminary fine
Failure of inspection	\$100 + inspection fee of \$75 to \$250
Failure to keep a preliminary appointment	\$50.00
Failure of re-inspection	\$100 + reinspection fee of \$100.00 to \$300 + \$10.00 per day
Failure to keep a rescheduled appointment	\$100.00 + preliminary fine

Determination must be made as to the benefit and legal status of the implementation of any fines and/or penalties that could be applied to non-compliant properties and their owners. It is possible that the implementation of a civil penalty may be a prerequisite to the condemnation or sale of any piece of real estate. With the exception of the initial licensing fee and license renewal fee, the underlying intention of all fees and penalties is to establish a hard-line promotion of compliance to this code revision. Irreparable housing units and out buildings are eliminated, and repairable housing units and outbuildings are raised to the minimum established requirements.

Failure to pay and collection costs

If a property owner and/or manager refuses to pay fines and penalties assessed to substandard rental properties, the license permitting use of the property as a rental unit will be revoked and the property will be closed.